

Form 3

DORSEY PRINTING COMPANY, Stationers, Dallas, Tex. - 1911

MORTGAGE.

FOR THE CONSIDATION OF _____ DOLLARS,
 the receipt of which is hereby acknowledged, _____ and
 _____ his wife, of _____ County, State of Oklahoma,
 first party, hereby mortgage and convey to _____ of
 _____ second part, the following real estate situated in _____ County, State of Oklahoma, described
 as follows, to-wit:

_____ together with all rents and profits therefrom and all improvements, appurtenances, now or hereafter in anywise belonging thereto; and the said first party hereby warrants the title thereto against all persons whomsoever. This mortgage is given as security for the performance of the covenants herein, and the payment to said second party, successors, or assign the principal sum of

_____ Dollars on the first day of _____ 19____

_____ Dollars on the first day of _____ 19____

_____ Dollars on the first day of _____ 19____

with interest thereon at the rate of _____ per cent. per annum until maturity, and at Ten per cent. per annum after maturity, said interest to be paid _____ annually, principal and interest payable at the office of _____ according to the conditions of the _____ promissory note _____ of the said _____

for said amount made and delivered unto said second party, being of even date herewith, and due as above stated.

The said first party shall not commit or suffer waste, shall pay all taxes and assessments upon said property, to whomsoever assessed, including personal taxes, before delinquent; shall keep the buildings thereon insured to the satisfaction of said second party for at least _____ Dollars, delivering all policies and renewal receipts to said second party; and upon the satisfaction of this mortgage, will accept from the mortgagee a duly executed release of the same, have it recorded and pay for the recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectible, if said second party or assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage. And in case of default, said second party may take immediate possession of said premises; and if suit is commenced to foreclose this mortgage, the said second party shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and the period of redemption from sale thereunder, accounting to the mortgagor for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid, and upon sheriff's sale said first party waives the platting of homestead and agrees that said land may be sold in one body. All money paid by second party for insurance, taxes or assessments upon said property, or for taxes which may hereafter be levied upon this mortgage, and expense of continuation of abstract, and all expenses and attorney's fees incurred by said second party and assigns by reason of litigation with third parties to protect the lien of this mortgage, shall be recoverable against said first party, with penalties upon tax sales, and shall bear interest at the rate of Ten per cent. per annum, payable semi-annually, and be secured by this mortgage as a part of the mortgage debt.

And in case of foreclosure hereof, said first parties hereby agree to pay the sum of _____ Dollars, attorney's fees in such foreclosure suit, to be secured by this mortgage, and for the consideration above hereby expressly waive the appraisalment of said real estate and all benefits of the homestead and stay laws of the State.

Dated this _____ day of _____ 19____

The State of Oklahoma

} ss.

County of _____

On the _____ day of _____ A. D. 19____, before me _____

a Notary Public in and for said County and State, personally appeared _____ and

_____ his wife, personally to me known to be the identical person _____ who executed the within and foregoing instrument as grantor _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at _____, Oklahoma, on the day and date last above written.

My Notarial Commission expires _____ 19____, Notary Public.

The State of Oklahoma

} ss.

County of _____

On the _____ day of _____ A. D. 19____, before me _____

a Notary Public in and for said County and State, personally appeared _____ and

_____ personally to me known to be the identical person _____ who executed the within and foregoing instrument as grantor _____, and acknowledge to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at _____ on the day and date last above written.

My Notarial Commission expires _____ 19____, Notary Public.

Filed for Record the _____ day of _____ A. D. 19____ at _____ o'clock _____ M.

By _____ Deputy.

Register of Deeds.